

B 104 (Rev. 2/92) ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS CHOICE MONEY TRANSFER, INC.		DEFENDANTS JUAN de JESUS URENA
ATTORNEYS (Firm Name, Address, and Telephone No.) Schreeder, Wheeler & Flint, LLP 127 Peachtree Street, NE, Suite 1600 Atlanta, Georgia 30303-1845		ATTORNEYS (If Known)
PARTY (Check one box only) <input type="checkbox"/> 1 U.S. PLAINTIFF <input type="checkbox"/> 2 U.S. DEFENDANT <input checked="" type="checkbox"/> 3 U.S. NOT A PARTY		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Complaint objecting to dischargeability of debt pursuant to U.S.C. Sec. 523(c)(2)		
NATURE OF SUIT (Check the one most appropriate box only.)		
<input type="checkbox"/> 454 To Recover Money or Property <input type="checkbox"/> 455 To revoke an order of confirmation of a Chap. 11, Chap. 12, or Chap. 13 Plan <input type="checkbox"/> 456 To obtain a declaratory judgment relating to any of foregoing causes of action <input type="checkbox"/> 435 To Determine Validity, Priority, or Extent of a Lien or Other Interest in Property <input checked="" type="checkbox"/> 426 To determine the dischargeability of a debt 11 U.S.C. § 523 <input type="checkbox"/> 459 To determine a claim or cause of action removed to a bankruptcy court <input type="checkbox"/> 458 To obtain approval for the sale of both the interest of the estate and of a co-owner in property <input type="checkbox"/> 434 To obtain an injunction or other equitable relief <input type="checkbox"/> 498 Other (specify) <input type="checkbox"/> 424 To object or to revoke a discharge 11 U.S.C. § 727 <input type="checkbox"/> 457 To subordinate any allowed claim or interest except where such subordination is provided in a plan		
ORIGIN OF PROCEEDINGS (Check one box only.)	<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed Proceeding <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from Another Bankruptcy Court	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 18,000.00	OTHER RELIEF SOUGHT Nondischargeability of debt	<input type="checkbox"/> JURY DEMAND Check only if demanded in complaint
BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Juan de Jesus Urena		BANKRUPTCY CASE NO. 05-74236-pwb
DISTRICT IN WHICH CASE IS PENDING Northern		DIVISIONAL OFFICE Atlanta
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO. Bonapfel
DISTRICT	DIVISIONAL OFFICE	NAME OF JUDGE
FILING FEE (Check one box only.)	<input checked="" type="checkbox"/> FEE ATTACHED <input type="checkbox"/> FEE NOT REQUIRED <input type="checkbox"/> FEE IS DEFERRED	SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>J. Carole Thompson Hord</i>
DATE November , 2005	PRINT NAME J. Carole Thompson Hord	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	:	CHAPTER 7
JUAN DE JESUS URENA	:	CASE NO. 05-74236-PWB
Debtor.	:	
<hr/>		
CHOICE MONEY TRANSFER, INC.,	:	
Plaintiff,	:	ADVERSARY PROCEEDING
v.	:	NO. _____
JUAN DE JESUS URENA,	:	
Defendant.	:	
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COMPLAINT OBJECTING TO DISCHARGEABILITY OF DEBT

COMES NOW Choice Money Transfer, Inc. ("Choice") for its complaint against defendant Juan De Jesus Urena and shows this court as follows:

1.

This is an action objecting to the discharge of a debt in the amount of \$17,987.36 owed by the defendant to Choice pursuant to 11 U.S.C. § 523(a)(2).

2.

This court has subject matter jurisdiction of this matter pursuant to 28 U.S.C. § 1334 and the defendant is subject to the jurisdiction and venue of this court by virtue of having commenced a Chapter 7 petition in this court.

3.

Choice Money Transfer, Inc. is a New York corporation duly qualified and licensed to transact business in the State of Georgia and is in the business of money transmission.

4.

The defendant operates a business for money transmission through Dinemex Services, Inc., a Georgia corporation that has been administratively dissolved by the Georgia Secretary of State.

5.

Dinemex Services, Inc. executed an agency agreement with Choice to act as an agent for Choice in the business of money transfer. The defendant also executed a personal guaranty of the obligations under the agency agreement.

6.

Pursuant to the agency agreement, the defendant accepted funds from third parties to be wired to another location. The defendant then submitted a request to Choice to wire the amount of the funds received from the third party to the specified destination. The defendant was required to deposit the funds received into Choice's account and provide Choice with proof of the deposit in order for the transfer to be made by Choice to the third party.

7.

Beginning in July, 2005, the defendant instructed his sister to write five checks in the total amount of \$18,070.15 from a Georgia corporation, Taino Express Inc., to Choice. Copies of the checks are attached hereto collectively as Exhibit "A". The defendant knew that there were not sufficient funds to cover the checks on deposit with the account for Taino Express, Inc. at the time he received each check.

8.

After receiving each check, the defendant sent a request to Choice to wire the funds for the check to third parties and deposited the check into Choice's account and provided Choice with confirmation of the deposit in order to induce Choice to wire the funds. Relying on the defendant's false representation regarding the deposit of funds for the wire transfers, Choice wired funds to the third parties.

9.

As a result of the defendant's fraudulent activity, Choice transferred \$17,987.36 for which it did not receive payment.

10.

During the course of the 341 proceedings of this case, the defendant admitted that the indebtedness owed to Choice was incurred through false pretenses, false representations and actual fraud.

11.

The debt owed to Choice is non-dischargeable as contemplated by 11 U.S.C. § 523(a)(2) and as a consequence Choice is entitled to an order of this Court determining that the indebtedness owed to it is non-dischargeable.

12.

The defendant has been unnecessarily stubborn and litigious and has acted in bad faith in connection with this matter so as to entitle Choice to further recover its attorney's fees and costs of this action.

WHEREFORE, Choice Money Transfer, Inc. demands judgment against the defendant in the principal sum of \$17,987.36,, that this Court determine that such indebtedness and judgment is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2), that Choice be awarded its attorney's fees and costs of this action, interest as allowed by law and such other relief as this court deems just and proper.

This 1st day of November, 2005.



JOHN A. CHRISTY
Georgia Bar No. 125518
J. CAROLE HORD, ESQ.
Georgia Bar No. 291473
Attorneys for Choice Money Transfer,
Inc.

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(404) 681-3450

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1033
64-10/610

Pay to the order of OFFICE OF BOND TRUSTEE \$ 2000.00
Dollars Two Thousand 00

Date 8/1/05

RECEIVED
REGISTRATION
DEPARTMENT
U.S. POSTAL SERVICE

SUNTRUST ACH RT 061000104
John 8/1/05

for 10610001041100003788074611033100002000001

EXHIBIT A

1036

64-10/610

Date

TAINO EXPRESS INC
5755 BUFORD HWY STE C
NORCROSS, GA 30071-2571
(770) 446-9739

Pay to the
order of

Pay to the
order of
One thousand Seven hundred and
700.00
Dollars
1700.00
ACH RT 061000104
L.A.T.M. & C. Corp.
SUNTRUST
1036 100001004 10000037880746 1036 100000170000011
For
N.Y.
N.Y.

1008

64-10610

124927457 07-05-05 4230 3/5/05
Pay to the Choice Money Transfer \$ 6,022.00
order of Six Thousand Two Hundred Twenty Two Dollars
and 00 Cents 

SunTrust ACH RT 061000104
For Choice Money Transfer 12345
106100010411000003788074611 1008 10000060220001

1001
64-10810

TAINO EXPRESS INC
5755 BUFORD HWY STE C
NORROSS, GA 30071-2575
(770) 446-9739

1245572 07-01-05 5234 05/05/05 Date

Pay to the Horace Horner order of Horace Horner \$ 3,053.75
Three Thousand Fifty Three & 75/100 Dollars

SUNTRUST BANK & TRUST Co.
For Horace Horner 12345

106100010410000378807461 1001 100003053751

1004

TAINO EXPRESS INC
5755 BUFORD HWY STE C
NORCROSS, GA 30071-2575
(770) 446-9739 45343

pay to the order of Choice Money Transfer \$5,295.00
Five Thousand Two Hundred Ninety Five dollars
Security Deposit
check.

SunTrust

ACH Ref 061000104

64-10/610

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of the within and foregoing COMPLAINT OBJECTING TO DISCHARGEABILITY OF DEBT by electronic filing and by placing a copy of the same in the United States Mail, with sufficient postage thereon to insure delivery addressed to:

Ronald E. Dobelstein, Esq.
3780 Mansell Road, Suite 450
Alpharetta, Georgia 30022

Tamara Miles Ogier, Esq.
Ellenbert, Ogier & Rothscild, P.C.
170 Mitchell Street, S.W.
Atlanta, Georgia 30303

This 1st day of November, 2005.



J. CAROLE THOMPSON HORD

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